REMARKS

Interview Summary: The undersigned held an interview with Examiner Felten and with Examiner Amelunxen on February 5, 2009. Also present at the interview was Mr. Charles R. Macedo of the Amster firm acting as in-house counsel for the assignee. The undersigned has been requesting an interview since October 2008 to discuss the prior art and a possible reduction in the number of claims and any issues raised by In re Bilski. Claims for a proposed RCE were discussed, including the addition of the limitation "by one or more computers" in a number of the claim elements. Additionally, a June 22, 1983 Federal Reserve System letter from William W. Wiles to Roger Zaitzeff, representing Merrill Lynch with respect to a Cash Management Account Program ("CMA"), and a June 22, 1988 Federal Reserve System letter from Oliver Ireland to Gilbert Schwartz, representing Merrill Lynch with respect to the Cash Management Account Program ("CMA"), were discussed. Specific items discussed in the 1983 letter included:

> the language of the 1983 letter requiring that a CMA customer establish an individual account at the depository institution;
>
> (**Basis in the 1983 Letter for this discussion**: **Page 1**: "1. Each MMDA . . . will be held by natural persons."
>
> "2. A CMA customer who elects to place funds in an MMDA would direct Merrill Lynch, as agent and custodian for the customer, to establish an MMDA at one of the participating depository institutions. However, for federal deposit insurance purposes, additional MMDAs would be established at other depository institutions for a particular CMA customer if his MMDA would otherwise exceed $100,000 in principal and interest.").

(Note that establishing an individual MMDA for a natural person does not teach or suggest an account being held by Merrill Lynch on behalf of multiple different customers, i.e., an aggregated account.)

the language of the 1983 letter that customers were not to make more than 3 withdrawals by check per month;

(**Basis in the 1983 Letter for discussion: Page 3**: "5. . . . .CMA customers will be advised that any withdrawal effected through a check written on Bank One to a third party (other than Merrill Lynch) or through any utilization of the Visa card by the CMA customer will be limited to not more than three per month in number. If, for FDIC or FSLIC insurance purposes, more than one MMDA has been established for a CMA customer as described in paragraph 2 above, all of a CMA customers's MMDAs with different depository institutions shall be treated as one MMDA with one depository institution for purposes of the application of the foregoing limitations in this paragraph 5."
"6. In order to ensure that a CMA customer does not exceed the number of third-party transfers permitted by Section 1204.122, procedures will be adopted either to prevent transfers of funds from an MMDA in excess of the limits established by Section 1204.122 or to monitor transfers on an *ex post* basis and contact customers who exceed the limits established by Section 1204.122 on more than an occasional basis. For customers who continue to violate these limits after being contacted, the customer's MMDA at the participating depository institution will be terminated." See also the middle paragraph of page 5 of the 1983 letter for similar language.)

the language in the letter that Merrill Lynch was not to make withdrawals, even by messenger, if the withdrawals were to make payment for third party checks;

(Basis in the 1983 Letter for this discussion: Pages 4-5: "However, to assure that congressional intent to limit the number of transfers from MMDAs so that these accounts can avoid being characterized as a transaction accounts is met, we believe that Merrill Lynch should not be in a position to offer, in effect, an MMDA to the public through its CMA that a single depository institution could not offer on its own. . . . You have indicated that all withdrawals by Merrill Lynch from MMDA accounts will be made by messenger at the depository institution. Such withdrawals would be regarded as in person withdrawals and could be made by Merrill Lynch without limit when such withdrawals are initiated by payments made to Merrill Lynch by the CMA customer whether by check or in satisfaction of payments for securities transactions and as long as such withdrawals are not for third party payments made on behalf of the customer in excess of the six per month limit." **See also page 6**: "Accordingly, the Federal Reserve retains the right to request Merrill Lynch to demonstrate that it has adequate procedures in place to limit the number of third party transfers and that it is adhering to preventing third party payments in excess of the established limit or an ex post monitoring procedure.")

the language in the letter that the individual MMDAs in a depository institution are "consolidated;"

(Basis in the 1983 Letter for this discussion: Page 5: "Since the individual MMDAs at one depository institution

are to be consolidated and under the control of Merrill Lynch, transactions by Merrill Lynch with the MMDA depository institution must be in person since otherwise Merrill Lynch would be subject to an overall limit of six preauthorized or automatic transfers (including telephone) per month at each institution." **Footnote 3**: "Although the MMDA at each depository institution is to be consolidated into one account for Merrill Lynch, depository institutions must adhere to any FDIC or FSLIC recordkeeping requirements for insurance purposes with regard to the underlying customer accounts." See page 5 of the 1983 letter.)

(Note that this language is confusing and contradictory relative to other parts of the letter that refer to individual accounts at the depository institution and does not teach or suggest or enable a system or method with the combination of operations of the proposed claims. See for example, operations in claim 51:

"administering clients' deposits and/or transfers to and withdrawals and/or transfers from each of said client demand accounts, said administering step comprising processing, by one or more computers, transaction data comprising data for each of more than six (6) withdrawals and/or transfers by check and/or debit card within a month from each of a plurality of said client demand accounts, with the transaction data comprising a respective amount for each respective withdrawal and/or transfer;

determining, by one or more computers, on a regular basis one or more net transactions, with each net transaction comprising a sum of a plurality of clients' deposits and/or

transfers to and/or withdrawals and/or transfers from a plurality of said respective client demand accounts of a plurality of the clients;

causing funds to be deposited and/or transferred to or withdrawn and/or transferred from said one or more of said FDIC-insured and interest-bearing aggregated deposit accounts based on one or more of the net transactions, so that FDIC insurance coverage greater than the maximum FDIC insurance coverage allowed for each depositor in a FDIC-insured banking institution is effectively provided for each client, and wherein more than six (6) transfers and/or withdrawals are made during a month from at least one of said FDIC-insured and interest-bearing aggregated deposit accounts;

updating a database, maintained on one or more computers, comprising information for each client demand account with said deposits and/or transfers to and said withdrawals and/or transfers from said each client demand account;

determining, by one or more computers, whether each client's funds held in one of said banking institutions are more than a specified amount; and

distributing or facilitating distribution of any amounts over said specified amount into at least one other FDIC-insured and interest-bearing aggregated deposit account at at least one other of said banking institutions."

Finally, a reference was made to the fact that the 1983 letter was strictly directed to the proposal summarized in the 1983 letter, and the 1983 letter cannot be used for any proposals that deviate from this description.

(**Basis in the 1983 Letter for this discussion: Page 4**: "This opinion is based upon the facts presented. Any deviation from these facts would require further review of the proposal by the Board's staff and could result in a different opinion from that expressed herein.")

Additionally, a 1988 Federal Reserve System letter from Oliver Ireland to Gilbert Schwartz representing Merrill Lynch was discussed. Note with respect to the 1988 letter that the Federal Reserve again stated that Merrill Lynch could not deviate without a completely new review, and confirmed that Merrill Lynch's experience with the Program was that "CMA customer transactions of all kinds average around five per month," and that "CMA account holders should continue to be advised that transfer capabilities of the CMA account are limited." See the quotes from pages 3-4 of the 1988 letter to follow. The following quotes from the 1988 letter are of particular interest:

(**Page 1:** "In a letter dated June 22, 1983, to Roger Zaitzeff of the law firm of Seward and Kissell, Board staff indicated, in effect, that the then current CMA Program would not be considered as an evasion of reserve requirements under the Board's Regulation D if money market deposit accounts ("MMDAs") that were a component of the CMAs were offered in accordance with the transfer limitations applicable to MMDAs generally and if each CMA as a whole was operated within those transfer limitations. Now, in essence, Merrill Lynch is proposing to operate the CMA Program generally without the transfer and withdrawal restrictions that have been applied in the past and are normally used to define the MMDAs under the Board's Regulation D.")

(**Page 1:** "I understand that the CMA Program currently offered is described in the Board staff letter of June 22, 1983, and consists of three accounts: a Securities Account,

a Money Account, and a VISA Card-Checking Account. . . .The Money Account is one or more money market funds ("MMFs") selected from three money market funds offered by Merrill Lynch or one or more insured savings accounts, usually a money market deposit account. The VISA Card–Checking Account consists of a VISA card issued by Merrill Lynch Bank and Trust ("MLB&T"), and a zero balance checking account at Bank One of Columbus, N.A.")

(**Page 2:** "Merrill Lynch covers Bank One checks and VISA charges for the customer from the following Money Account sources, in order – free (positive, noncollateral) balances in the securities margin account, redemption of MMF shares, withdrawal by messenger from an MMDA (currently limited to three per month when used to cover these checks or VISA charges), and then margin loans. Coverage of Bank One checks and VISA charges from an MMDA would be made only after any negative (or short collateral) balance in the margin account is covered by a withdrawal from an MMDA.")

(**Page 2:** "Withdrawals from MMDAs are made daily by messengers employed by Merrill Lynch as agent for each customer to cover debit balances in the Securities Account or to fulfill reimbursement requests from MLB&T or Bank One. With regard to transfer limitations, the current CMA Program allows customers to make unlimited withdrawals from an MMDA if the proceeds of the withdrawals are made available directly to the customer, used to pay for securities transactions executed in the Securities Account, or used for the purpose of transferring funds among the cash account in the Securities Account, the

mutual funds in the Money Account, and the deposits of the Money Account. Each CMA Program customer is advised that no more than three transactions per month can be made through checks written on Bank One to a third party (other than Merrill Lynch), through any charges on the VISA card, or through any combination of checks and charges in a given month. Under the current Deposit Brokerage Agreement between participating depository institutions and Merrill Lynch, Merrill Lynch is responsible for monitoring CMA Program transfers and withdrawals to ensure that CMA transfers for each customer do not exceed the permissible number of transfers and withdrawals for MMDAs. The depository institution holding the MMDA does not issue checks for use with the MMDA. Even though MLB&T also holds some CMA MMDAs, it always requests reimbursement for VISA card charges from Merrill Lynch rather than withdrawing funds from a CMA customer's MMDA directly.")

(**Page 3:** "Based on a review of this document and previous letters to Merrill Lynch dated July 13, 1977, and June 22, 1983, concerning the structure of the CMA Program, and on telephone discussions with you and Mr. Zaitzeff, Board staff has concluded that the MMDAs offered through the CMA Program could continue to be treated as MMDAs under section 204.2(d)(2)(ii) of the Board's Regulation D even if CMA customers holding MMDAs through CMAs are not strictly limited as to the number and types of withdrawals or transfers which may be made from the CMA as long as each MMDA in a CMA continues to be subject to the withdrawal and transfer limitations in that section and

provided that the CMA is not otherwise promoted or used as a device to evade the transfer limitations on MMDAs.")

(**Page 3:** "Thus, a Merrill Lynch messenger could make withdrawals from CMA MMDAs and then use the proceeds to pay Bank One or MLB&T, and these withdrawals would not be subject to the transfer limits; however, if MLB&T, Bank One, or some other third party can request reimbursement directly from a bank that holds an MMDA under the CMA Program, each MMDA would be subject to the transfer and withdrawal limitations applicable to MMDAs under Regulation D.")

(**Pages 3-4:** "Although as a technical matter these unlimited withdrawals by messenger are permissible for MMDAs, arrangements such as the Program offered by Merrill Lynch, particularly when coupled with the other features of the CMA, could be used as a means of evading the MMDA transfer limitations. Staff believes that Merrill Lynch's experience with the CMA Program as currently administered does not warrant the continued assumption that the portion of the CMA Program allowing coverage of Bank One checks to third parties and of VISA charges to MLB&T is necessarily a vehicle for evading the transfer limitations applicable to MMDAs. The Seward & Kissell opinion attached to your letter states that CMA customer transactions of all kinds average around five per month, indicating that customers do not use their CMAs as transaction account substitutes. Nevertheless, a change in CMA customer transfer activity (whether in aggregate transaction activity or a significant increase in activity in individual accounts) or changes in the CMA Program by Merrill Lynch, such as

promotion of the Program as a transaction account or as a means of exceeding MMDA transfer limitations, could lead to the conclusion that the CMA Program is being used as a device to assist the MMDA banks in evading reserve requirements on transaction account balances and, therefore, that the MMDA components of the CMA Program should be considered reservable as transaction accounts. In this regard, CMA account holders should continue to be advised that transfer capabilities of the CMA account are limited and staff may request and review advertisements and promotional materials from time to time.")

(**Page 4:** "In this regard, we believe that, while the current recordkeeping system need not be maintained in order to be able to limit CMA check and VISA card transfers, Merrill Lynch should retain the ability to reconstruct the CMA transfer activity, including the number, date, type, and purpose of transfers or withdrawals made and provide this information to Board staff upon request in order to demonstrate that the Program is not being used as a device to evade transaction account reserve requirements or the prohibition against paying interest on demand deposits.")

(**Page 4:** "This opinion is based on the CMA Program as reflected in the Board staff letter of June 22, 1983, and on the facts and descriptions you have presented concerning the details of the CMA Program and the changes Merrill Lynch wishes to make. It relates only to the treatment of this Program under the Board's Regulation D and not to its legality under other applicable law. Any subsequent modification of the Program, its elements, or the uses of the

MMDA component of the Program could affect staff's views on the application of Regulation D to the Program.")

Further, the addition of the language "*one or more computers*" for multiple steps was discussed. Additionally, it was discussed that the present claims meet the Federal Circuit test set forth in *In re Bilski*.

Applicants propose amendments to clarify the "*processing*" operation. For example, see the added language to claim 51 as follows: *"said administering step comprising processing, by one or more computers, transaction data comprising data for each of more than six (6) withdrawals and/or transfers by check and/or debit card within a month from each of a plurality of said client demand accounts, with the transaction data comprising a respective amount for each respective withdrawal and/or transfer*." The term "*transactions data comprising data for*" has been included to clarify that the limitation encompasses processing transaction data resulting from a clearing operation, whether or not the system performs the clearing operation or a third party performs the clearing operation and then sends the data electronically.

During the February 5, 2009 interview, Examiner Felten noted that "*associated with*" in the limitation proposed during the interview: "transaction data associated with more than six (6) withdrawals and/or transfers by check within a month from each of a plurality of said client demand accounts," may be potentially ambiguous. To remove this as an issue, applicants propose changing "associated with" to "comprising data for," and adding the phrase "*with the transaction data comprising a respective amount for each respective withdrawal and/or transfer*," to make clear that there is data for each transaction, and that this data comprises at least an amount for each such transaction.

Additionally, the recitation of the FDIC-insured interest bearing deposit accounts in the claims described as holding the funds of a plurality of client accounts, is proposed to be amended to add the word "aggregated" to describe the deposit accounts. Note that as these accounts were previously defined as holding the funds of a plurality of client accounts, the accounts were implicitly "aggregated." Thus, the scope of the claims has not been changed by this amendment.

An aspect of the present invention is that at least 6 withdrawals are processed during a month from one of the deposit accounts. Also, the operation of "*determining*" to obtain "*one or more net transactions*" may be performed periodically or even as often as one or more times a day. At any given time, the transactions may be all deposits, or all withdrawals, or some combination of deposits and withdrawals, and the deposits and withdrawals may be from the same client accounts, may be from different client accounts, and/or a combination of the same client accounts and different client accounts. To cover this aspect, for example in claim 51, the "*determining . . . net transactions*" claim element is proposed to be amended to change to the language *"determining, by one or more computers, on a regular basis one or more net transactions, with each net transaction comprising a sum of a plurality of clients' deposits and/or transfers to and/or withdrawals and/or transfers from a plurality of said respective client demand accounts of a plurality of the clients."* Note that the claim terms "*deposits and/or transfers to*" means to deposit and/or to transfer funds to the client demand account. Likewise, the claim terms "*withdrawals and/or transfer funds from*" means to withdraw and/or transfer funds from the client demand account.

The potential applicability of the *KSR* case was also discussed during the interview. Applicants respectfully submit that it is not obvious to one or ordinary skill in the art under the *KSR* case to modify or combine the proposals in 1983 or the 1988 Federal Reserve letters with anything to obtain the missing elements of the invention at the time of the invention. The 1983 letter and the 1988 letter and subsequent Federal Reserve letters include an express teach-away from any deviation from the 1983 or the 1988 system to the extent that it is described, by making clear that any attempt to deviate from the specific program reviewed in the 1983 or the 1988 letters cannot be based on the 1983 or the 1988 letter determinations, but requires a separate independent review by the Federal Reserve. In fact, when Merrill sought to modify the program described in 1983 as it did in the 1988 letter, it had to submit a new request. The Board of Governors response to that request comprises a 1988 letter that repeated the caution that it only applied to the facts provided, stating as follows:

> a change in CMA customer transfer activity (whether in aggregate transaction activity or a significant increase in activity in individual accounts) or changes in the CMA Program by Merrill Lynch, such as promotion of the Program as a transaction account or as a means of exceeding MMDA transfer limitations, could lead to the conclusion that the CMA Program is being used as a device to assist the MMDA banks in evading reserve requirements on transaction account balances and, therefore, that the MMDA components of the CMA Program should be considered reservable as transaction accounts. (Quoting from page 4 of the 1988 Letter.)

In December 1989, a request was made to the Federal Reserve to determine if the 1988 letter to Merrill Lynch was still in effect. In response, the Board of Governors of the Federal Reserve System continued the restrictions and repeated the exact caution quoted immediately above from page 4 the 1988 letter. (See the 1990 Fed. Res. Interp. Ltr. LEXIS 94, disclosed previously in an IDS dated September 9, 2008) See also the Board of Governors of the Federal Reserve System letter responding to a different inquiry involving an alternative use of messengers and faxed instructions which was found to be limited to the "six-per-month" limit. (See the 1994 Fed. Res. Interp. Ltr. LEXIS 156, disclosed previously in an IDS dated September 9, 2008.)

Note also that the limited description of the Federal Reserve letter does not describe a system that is enabled such that it could be modified.

Applicants have also received the Examiner's Interview Summary. The examiner notes that a Fortson letter dated 11/16/84 was explained during the interview. This 11/16/84 letter is a rejection of a proposal from the Worthen Bank & Trust Company for an MMDA using messengers. Applicants don't recall this letter being discussed. Indeed, the Worthen Bank proposal was explicitly rejected by the Board of Governors as "inconsistent with the language and intent of the DIDC's and Board's regulations relating to the operation of MMDAs and is contrary to Federal law and regulation for several reasons. . . . ." As such, this letter further evidences why it would not be obvious to one of ordinary skill in the art to modify the Merrill Lynch system in a manner to meet the invention.

Additional prior art references will provided in an IDS accompanying an RCE, including two references not cited in other cases in this patent family. These two additional references were received from a third party on February 23, 2009, one business day after the issue fee payment was posted on the PAIR database for serial number 10/071,053. E64 is titled "Financial Services The Way You Want, When You Want Them," published by Merrill Lynch for investors and dated January 2000. E65 is titled "Information Statement" from Merrill Lynch, with no evident date of publication. However, the context appears to indicate that it may have been published sometime in 2000 and it includes a copyright date of 2000. These references have been submitted in other pending applications.

The product described in these Merrill Lynch documents (E64 and E65) operates to sweep funds from a Merrill Lynch broker dealer account to two Merrill Lynch affiliated banks in order to obtain up to $200,000 in FDIC insurance for the individual account.

See page 1, under the heading "Introduction" as follows:

> This document contains important news about changes to your accounts with Merrill Lynch, Fenner & Smith Incorporated ("Merrill Lynch").

See also page 1, under the heading "Changes to How Cash Will Be Handled in Your Accounts" as follows:

> Currently for most clients, available cash balances (from a securities transaction, deposit of funds, dividend or interest activity, or for any other reason) are swept, or automatically directed, into one of the Merrill Lynch money market funds listed below. After June 5, 2000, these cash balances will instead be swept into one or more interest-bearing, bank deposit accounts insured by the Federal Deposit Insurance Corporation ("FDIC"), and shares of these money market funds will no longer be available for purchase:
>
> CMA Money Fund
> CMA Government Securities Fund
> CMA Treasury Fund

> Merrill Lynch Retirement Reserves Money Fund
> (Classes I & II)
> Merrill Lynch USA Government Reserves
>
> The bank deposit accounts will be opened at Merrill Lynch's affiliated, FDIC-insured depository institutions: Merrill Lynch Bank USA and Merrill Lynch Bank & Trust Co. (the "Merrill Lynch Banks"). Each bank will provide FDIC insurance for your cash deposits (together with any other deposits with the same bank) up to $100,000 per depositor, in accordance with FDIC rules. More details about the bank deposit accounts and FDIC insurance can be found in the Fact Sheets on page 5 for Central Asset Accounts and on page 7 for IRAs.

See also page 2, under the heading "How the Transition to This new Program Will Work" as follows:

> As explained on page 1, after June 5, 2000, your new cash balances will be automatically swept into deposit accounts at Merrill Lynch Banks instead of money market funds.

See also page 2 of the document E65 under the heading "FDIC Insurance" as follows:

> Your cash in the bank deposit accounts (together with any other deposits with the same bank) will be FDIC-insured up to a total of $100,000 per depositor at each of the Merrill Lynch Banks. While balances above this amount in any one bank will not be FDIC insured, clients will secure the benefit of FDIC insurance up to $200,000 in an individual account through the sweep of cash balances to both banks.

In operation, the Merrill Lynch product sets up two accounts at each of the Merrill Lynch banks on behalf of the individual: a bank transaction account ("BDA"); and a money market account ("MMDA"). For example, the details of the Merrill Lynch advantage program are described on the portion of the document entitled "BANK DEPOSIT ACCOUNT FACT SHEET FOR CENTRAL ASSET ACCOUNTS" starting on page 5 of E65 under the heading "Introduction:"

> If you subscribe to the Merrill Lynch Banking Advantage program, Merrill Lynch will establish two accounts on your

> behalf at each of two affiliated banks, MLBUSA and MLB&T; (1) a bank transaction account ("BTA"); and (2) a money market deposit account ("MMDA")."

Applicant notes that the Program is limited to individuals, thus suggesting that the BTA is a NOW account. See E65 on page 5, under the heading "Eligibility" as follows:

> The Merrill Lynch Banking Advantage program is available only to individuals. Corporations (except 501(c)(3) corporations) and other entities such as limited-liability companies or partnerships are not eligible.

The Merrill Lynch broker dealers and the Merrill Lynch banks are all subsidiaries of the same holding company. See page 2 of the document E65 under the heading "Financial Benefits to the Merrill Lynch Companies" as follows:

> Merrill Lynch & Co., Inc., is a financial services holding company of which Merrill Lynch, Pierce, Fenner & Smith Incorporated, Merrill Lynch Bank USA and Merrill Lynch Bank & Trust Co. are subsidiaries.

See also E65 at page 4, the footnote, as follows:

> Merrill Lynch Bank USA and Merrill Lynch Bank & Trust Co. are affiliates of Merrill Lynch, a registered broker dealer. Deposits made under the RASP programs are the obligations of the banks only, and are not obligation of, or guaranteed by, Merrill Lynch, its parent company, Merrill Lynch & Co., Inc., or any of their subsidiaries. Merrill Lynch is not a bank, and securities offered by it are not backed by any bank, nor are they insured by the FDIC.

When 5 withdrawals have been made in a month from the MMDAs', then all of the money, less $1, is transferred to the BDA in the first bank. Upon the sixth withdrawal from the other MMDA, all of the money, less $1, is transferred to the BDA in the second bank. Thus, the Merrill Lynch product never withdraws more than 6 times from the two MMDAs in total during a monthly cycle. See page 6 of E65, first column:

> All withdrawals will be made directly from your BTA accounts. If funds in your BTA are insufficient, funds in the MMDA will be transferred to the BTA to satisfy amounts

> required, plus a 'cushion' to be determined from time to time by Merrill Lynch. Transfers from the MMDA at both banks are limited to a total of six (6) transfers during a monthly statement cycle. Upon the fifth transfer from the MMDAs, the entire MMDA balance (less $1) in one bank will be transferred to the BTA in that bank. Upon the next transfer from the other MMDA, the entire balance of that MMDA (less $1) will be transferred to the BTA in that bank for the remainder of the month.

Applicants respectfully submit that the new prior art does not teach the use of FDIC-insured interest-bearing aggregated deposit accounts. See the statement on page 6 of E65:

> The separate accounts established by Merrill Lynch on your behalf will be evidenced by a book entry on the account records of each bank.

See also on page 6 of E65, under the heading "RELATIONSHIP WITH MERRILL LYNCH:"

> Merrill Lynch is acting as agent and messenger for its customers for the deposits with each bank. . . .
>
> Deposits with each bank are obligations of that bank only and are not guaranteed by or obligations of Merrill Lynch & Co., Inc., or any other subsidiary of Merrill Lynch & Co., Inc. Neither Merrill Lynch nor Merrill Lynch & Co., Inc., are banks. Securities made available by them are not guaranteed by any bank and are not insured by the FDIC.
>
> If Merrill Lynch does not wish to continue to act as your agent with respect to your accounts, you may deal directly with either bank, subject to its rules with respect to maintaining direct bank accounts. Similarly, if you decide that you no longer wish to have Merrill Lynch act as your agent and messenger with respect to the accounts established for you at either bank, you may establish a direct relationship with either bank, subject to its rules with respect to maintaining such accounts, by requesting to have accounts established in your name.

Note that all of applicants proposed claims required FDIC-insured interest-bearing aggregated deposit accounts, and all of the proposed claims include, in the context of the

claim as a whole, the operation of "*processing, by one or more computers, transaction data comprising data for each of more than six (6) withdrawals and/or transfers by check and/or debit card within a month from each of a plurality of said client demand accounts, with the transaction data comprising a respective amount for each respective withdrawal and/or transfer;*" and the operation of "*causing funds to be deposited and/or transferred to or withdrawn and/or transferred from said one or more of said FDIC-insured and interest-bearing aggregated deposit accounts based on one or more of the net transactions, so that FDIC insurance coverage greater than the maximum FDIC insurance coverage allowed for each depositor in a FDIC-insured banking institution is effectively provided for each client, and wherein more than six (6) transfers and/or withdrawals are made during a month from at least one of said FDIC-insured and interest-bearing aggregated deposit accounts.*" Accordingly, this prior art does not affect these claims.

Applicants respectfully request that each listed document be considered by the Examiner and be made of record in the present application when an RCE is filed, and that an initialed copy of Form PTO/SB/08 be returned in accordance with MPEP §609.

Applicants respectfully requests consideration of the present application in view of the foregoing supplemental amendments and in view of the reasons set forth herein.

The examiner should be aware that the following co-pending patent applications disclosed in an IDS relate to similar kinds of products, although the claims are clearly patentably distinct, and some of these applications have received office actions:

10/825,440 filed 4-14-04 (Office Action with rejection)
09/677,535 filed 10-2-00 (Notice of Allowance) (Present case)
10/071,053 filed 2-8-02 (Notice of Allowance)
10/305,439 filed 11-26-02 (Office Action with rejection)
11/149,278 filed 06-10-05 (Office Action received)
10/382,946 filed 03-06-03 (Notice of Allowance)
10/411,650 filed 04-11-03 (Notice of Allowance)
11/641,046 filed 12-19-06
11/689,247 filed 3-21-07 (Office Action with rejection)
11/767,827 filed 6-25-07 (Office Action with rejection)
11/767,837 filed 6-25-07 (Office Action with rejection)
11/767,846 filed 6-26-07 (Office Action with rejection)

11/767,856 filed 6-25-07 (Office action with rejection)
11/840,064 filed 8-16-07 (Office Action with rejection)
11/840,060 filed 8-16-07 (Office Action with rejection)
11/840,052 filed 8-16-07 (Office Action with rejection)
11/932,762 filed 10-31-07 (Office Action with rejection)
12/271,705 filed 11-14-08
12/025,402 filed 2-04-08
12/340,026 filed 12-19-08.

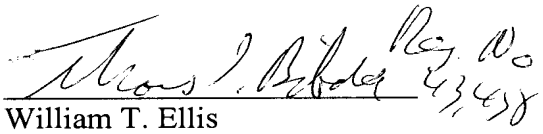
The examiner is invited to review these other co-pending applications as he deems appropriate.

The pending claims continue to be in condition for allowance. Applicant respectfully solicits early notification of the same.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,



Date March 13, 2009

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